

CITY OF CATHEDRAL CITY

RIVERSIDE COUNTY

CALIFORNIA

CONTRACT DOCUMENTS

AND SPECIFICATIONS

FOR

**LANDSCAPE MAINTENANCE OF CENTURY PARK
OUTSOURCE LANDSCAPE MAINTENANCE CONTRACT #1**

**JERRY V. JACK
INTERIM PUBLIC WORKS DIRECTOR
68-700 AVENIDA LALO GUERRERO
CATHEDRAL CITY, CALIFORNIA 92234**

TABLE OF CONTENTS

LANDSCAPE MAINTENANCE OF CENTURY PARK OUTSOURCE LANDSCAPE MAINTENANCE CONTRACT #1

	<u>PAGE</u>
<u>CONTRACT DOCUMENTS</u>	
NOTICE INVITING BIDS	3-4
INSTRUCTIONS TO BIDDERS	5-7
BIDDER'S BOND.....	8
AFFIDAVIT OF NON-COLLUSION	9-10
CONTRACTOR'S PROPOSAL	11-14
GENERAL TERMS AND CONDITIONS.....	15-21
SPECIFIC TERMS AND CONDITIONS.....	22-34
AGREEMENT	35-37
 <u>ATTACHMENTS</u>	
EXTRA WORK PRICING SCHEDULE	39-41
PROPOSED MAINTENANCE EQUIPMENT	42
FREQUENCY SCHEDULE	44-45
TRAFFIC CONTROL.....	n/a
MAPS	46

**NOTICE INVITING BIDS
LANDSCAPE MAINTENANCE OF CENTURY PARK
OUTSOURCE LANDSCAPE MAINTENANCE CONTRACT #1**

PUBLIC NOTICE IS HEREBY GIVEN that the City of Cathedral City, as AGENCY invites sealed bids for the above stated project and will receive such bids in the offices of the City Clerk up to the hour of **2:30PM on the Seventh (7th) day of October, 2003, in the Public Works Conference Room**, at which time they will be publicly opened and read aloud.

The work to be done consists of furnishing all materials equipment, tools, labor, and incidentals as required by the Specifications and Contract Documents for the above stated project.

Specifications and Contract Documents are available from the AGENCY.

In accordance with California Labor Code Sections 1770, 1773, 1773.1, 1773.6 and 1773.7 as amended, the Director of the Department of Industrial Relations has determined the general prevailing rate of per diem wages in accordance with the standards set forth in Section 1773 for the locality in which the Work is to be performed. A copy of said wage rates is on file at the City Clerk's office of the City of Cathedral City. Any contract entered into pursuant to this notice will incorporate the provisions of the State labor Code and shall be subject to prevailing wage law (Labor Code Section 1770, et. seq.).

The contract documents call for monthly progress payments based upon the Landscape Manager's estimate of the percentage of work completed.

At the request and expense of the successful bidder, the City will pay the amounts so retained upon compliance with the requirements of Government Code Section 4590 and the provisions of the contract documents pertaining to the Substitution of Securities.

Bids must be prepared on the approved proposal forms in conformance with the Instructions to Bidders and submitted in a sealed envelope plainly marked on the outside **“SEALED BID FOR LANDSCAPE MAINTENANCE OF CENTURY PARK OUTSOURCE LANDSCAPE MAINTENANCE CONTRACT #1 - DO NOT OPEN WITH REGULAR MAIL”**.

The AGENCY reserves the right to reject any or all bids, to waive any irregularity, to accept any bid or portion thereof, and to take all bids under advisement for a period of sixty (60) days.

At the time of contract award, the prime contractor shall possess a C-27 license or any combination of "C" license(s) sufficient to perform the work.

Pat Hammers, CITY CLERK
CITY OF CATHEDRAL CITY, CALIFORNIA

City of Cathedral City
68-700 Avenida Lalo Guerrero
Cathedral City, CA 92234
(760) 770-0385

Jerry V. Jack,
Interim Director of Public Works

(760) 770-0349 office
(760) 202-1460 fax

INSTRUCTIONS TO BIDDERS

1. **Form of Proposal.** The proposal must be made on the form of Contractor's Proposal, which is included in the Contract Documents and must be completely filled in, dated and signed. If provision is made for alternatives, they must all be bid, unless otherwise provided in the Special Provisions. Bids must be submitted on all items and schedules included in the Contract Documents. **FAILURE TO BID ON ALL ITEMS AND SCHEDULES MAY RESULT IN THE BID BEING REJECTED AS NON-RESPONSIVE.**

2. **Bid Bond.** The Proposal must be accompanied by a ten percent (10%) Bid Bond, using the form provided in the Contract Documents, or by a certified or cashier's check payable to the order of the OWNER in an amount not less than ten percent (10%) of the bid amount.

3. **Submission of Proposal.** A proposal must be submitted in a sealed opaque envelope that clearly identifies the bidder and the project. Bids must be received by the time and at the place set forth in the Notice Inviting Bids and may be withdrawn only as stated in the proposal.

4. **Contract Documents.** The complete Contract Documents are identified in the Agreement. Potential bidders are cautioned that the successful bidder incurs duties and obligations under all of the Contract Documents and that they should not merely examine the Plans and Specifications in making their bid.

5. **License.** To be considered, a potential bidder must have the kind of license required under provisions of the California Business and Professions Code for the work covered in its Proposal when its bid is submitted. This includes a joint venture formed to submit a bid.

6. **Quantities.** This contract is a unit price bid for all work shown on plans and specifications. Quantities shown are but estimates and final payment will be based upon the methods outlined in the Standard Specifications or as modified by the Special Provisions contained herein.

7. **Interpretation of Documents.** Discrepancies, omissions, ambiguities, and requirements likely to cause disputes between trades and similar matters shall be promptly brought to the attention of the OWNER, in writing, and to the attention of the Director of Public Works. When appropriate, Addenda will be issued by the OWNER. No communication by anyone as to such matters except by Addenda affects the meaning or requirements of the Contract Documents.

8. **Addenda.** OWNER reserves the right to issue Addenda to the Contract Documents at any time prior to the time set to open bids. Each potential bidder shall leave with the OWNER its name, address and phone number for the purpose of receiving Addenda. OWNER will cause copies of Addenda to be mailed or delivered to

such names at such addresses. To be considered, a Contractor's Proposal must list and take into account all issued Addenda. Bids, to be acceptable, must acknowledge receipt of all Addenda.

9. **Inspection of Site.** Bidder must examine the site and acquaint themselves with all conditions affecting the work. By making its bid a bidder warrants that it has made such site examination as it deems necessary as to the condition of the site, its accessibility for materials, workmen and utilities and ability to protect existing surface and sub-surface improvements. No claim for allowances, time or money, will be allowed as to such matters.

10. **Bids.** Bids are required for the entire work. The amount of the bid for comparison purposes will be the total of all items. In case of discrepancy between the item price and the total set forth for the item, the item price shall prevail, provided however, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or in the case of unit basis items, is the same amount as the entry in the "total column", then the amount set forth in the "Total" column for the item shall prevail in accordance with the following:

- a. As to lump sum items, the amount set forth in the "Total" column shall be the item price.
- b. As to unit basis items, the amount set forth in the "Total" column shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.

The evaluation of bids and award of contract shall be based solely on the final decision of the City. The City reserves the right to award the contract on either of the schedules to the lowest responsible bidder.

11. **Award of Contract.** Acceptance by the OWNER at a meeting regularly called and held of a Contractor's Proposal authorizes OWNER to enter into a contract subject to the execution by both CONTRACTOR and OWNER of a written agreement evidencing said contract, and CONTRACTOR providing all requirements set forth in said contract including, but not limited to, insurance and bonding requirements. CONTRACTOR is advised that the OWNER has up to 90 days from Award of Contract within which to issue the Notice to Proceed.

12. **Return of Guarantee.** Bid Bonds or checks of unsuccessful bidders will be returned by mail when the executed agreement and bonds are received by OWNER. Bid Bonds of the successful bidder will not be returned but is exonerated by its execution and delivery of the Agreement and the bonds. If the guarantee of the successful bidder is a check, it will be returned at the time a Bid Bond would be exonerated.

13. **Qualifications of Bidders.** No award will be made to any bidder who cannot give satisfactory assurance to the OWNER as to his own ability to carry out the contract, both from his financial standing and by reason of his previous experience as a contractor on work of the nature contemplated in the contract. The bidder may be required to submit its record of work of similar nature to that proposed under these specifications, and unfamiliarity with the type of work may be sufficient cause for rejection of bid.

14. **Subletting and Subcontracting.** Bidders are required pursuant to the Subletting and Subcontracting Fair Practices Act (commencing with Section 4100 of the Government Code) to list in their proposal the name and location of place of business of each sub-contractor who will perform work or labor or render services in or about the construction of the work or improvement or a sub-contractor who will specifically fabricates and installs a portion of the work or improvement according to detailed drawings contained in the Plans and Specifications in excess of one half of one percent (0.5%) of the prime CONTRACTOR's total bid. Failure to list a sub-contractor for any portion of the work under the guidelines above implies that the CONTRACTOR's own forces will do that portion of the work. It is the OWNER's intent for the Subletting and Subcontracting Fair Practice Act to apply to all phases of the work.

15. **Substitution of Securities in Lieu of Retention.** CONTRACTOR is advised that he may, at his sole cost and expense, substitute securities equivalent to any monies withheld by the OWNER to insure performance under the contract. Such securities shall be deposited with the OWNER or with a State or Federally Chartered Bank as escrow agent and shall pay such monies to the CONTRACTOR upon satisfactory completion of the contract. The CONTRACTOR shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. Securities eligible for investment under this section shall include those listed in Government Code Section 16430 or bank or savings and loan certificates of deposit.

16. **Government Code Section 4551.** In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the CONTRACTOR or sub-contractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section)* or under the Cartwright Act (Chapter 2 (commencing with Section 16700) or Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the CONTRACTOR, without further acknowledgment by the parties.

17. **Pre-Bid Conference.** (Not applicable this project)

* 15 U.S.C.A. Chapter 15

**BIDDER'S BOND
[TO ACCOMPANY PROPOSAL]**

KNOW ALL MEN BY THESE PRESENTS,

That we, _____ as
principal, _____ as
surety, are held and firmly bound unto the City of Cathedral City in the sum of \$ _____
(10% of bid) to be paid to the said OWNER or its certain attorney, its successors and
assigns; for which payment, well and truly to be made, we bind ourselves, our heirs,
executors and administrators, successors or assigns, jointly and severally, firmly by
these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if the certain proposal of the above bounden principal to perform certain work
described as follows: **LANDSCAPE MAINTENANCE OF CENTURY PARK
(OUTSOURCE LANDSCAPE MAINTENANCE CONTRACT #1).**

and dated _____ is accepted by the City of Cathedral City, and
if the above bounden principal _____ shall duly enter into
and execute a contract for such construction, and shall execute and deliver the
insurance certificates as required by said contract, then this obligation shall become null
and void; otherwise it shall be and remain in full force and effect.

Should it become necessary for the owner to institute a lawsuit, or any other legal
proceeding to enforce the terms and conditions of this bond, then all costs of said
proceeding, including attorney's fees, shall be awarded to the prevailing party.

IN WITNESS WHEREOF, We hereunto set our Hands and Seals this _____ day
of _____, 20_____.

Contractor's Name: _____ Surety's Name: _____

By: _____ Title: _____

Address: _____

Telephone: (_____) _____

AFFIDAVIT OF NON-COLLUSION BY CONTRACTOR

**LANDSCAPE MAINTENANCE OF CENTURY PARK
OUTSOURCE LANDSCAPE MAINTENANCE CONTRACT #1**

STATE OF CALIFORNIA)
)SS
COUNTY OF RIVERSIDE)

_____ Being first duly sworn, deposes and says: that
he is _____ of _____
(insert "Sole OWNER", "Partner", or other proper title) (insert name of bidder or other proper title)
who submits herewith to the City of Cathedral City, a Proposal;

That all statements of fact in such Proposal are true; That such Proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association or corporation; That such Proposal is genuine and not collusive or sham; That such bidder has not, directly or indirectly, by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of the City of Cathedral City, or of any other bidder of anyone else interested in the proposed contracts; and further,

That prior to the public opening and reading of Proposal, said bidder:

- (a) Did not, directly or indirectly, induce or solicit anyone else to submit a false or sham Proposal.
- (b) Did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham Proposal, or that anyone should refrain from bidding or withdraw their Proposal.
- (c) Did not, in any manner, directly or indirectly, seek by agreements, communications, or conference with anyone to raise or fix any overhead, profit, or cost element of this Proposal price, or that of anyone else.
- (d) Did not, directly or indirectly, submit their Proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any individual or group of individuals, except to the City of Cathedral City or to any person or persons who have a partnership of other financial interest with said bidder in his business.

(e) That no councilperson, officer, agent or employee of the City of Cathedral City, is personally interested, directly or indirectly, in this contract, or the compensation, oral or in writing, of the City Council its officers, agents or employees, has induced them to enter into this Contract, excepting only those contained in this form of Contract and the papers made a part hereof by its terms.

Subscribed and sworn to before me this _____ day of _____, 20_____

Notary Public in and for said
County and State

By: _____

Title: _____

CONTRACTOR'S PROPOSAL

CITY OF CATHEDRAL CITY SUBMISSION FORM

LANDSCAPE MAINTENANCE SERVICES FOR:

**LANDSCAPE MAINTENANCE OF CENTURY PARK
OUTSOURCE LANDSCAPE MAINTENANCE CONTRACT #1**

**TO: CITY CLERK
City of Cathedral City
68-700 Avenida Lalo Guerrero
CATHEDRAL CITY, CA 92234**

The undersigned declares that they have carefully examined the Specifications accompanying the Invitation to Bid and is thoroughly familiar with the contents thereof, is authorized to represent the bidding firm and propose services to Cathedral City.

It is understood that the price shown hereon includes all routine and seasonal maintenance described in the specifications.

For each item, the averaged one-month maintenance cost shall be indicated and the total of these costs shall be extended for the term of the contract, as described in the Specific Services to be Performed, Scope of Services within this Contract.

ITEM	DESCRIPTION	PRICE (MONTHLY)	PRICE (ANNUALLY)
1.	Litter control	\$	\$
2.	Sidewalk/hardscape area cleaning	\$	\$
3.	Picnic/pavilion areas	\$	\$
4.	Tot playground areas	\$	\$
5.	Chemical applications	\$	\$
6.	Weed control	\$	\$
7.	Insecticide/Fungicide application	\$	\$
8.	Fertilization	\$	\$
9.	Plant maintenance	\$	\$
10.	Tree maintenance	\$	\$
11.	Turf maintenance	\$	\$
12.	Irrigation maintenance	\$	\$
13.	Green waste disposal	\$	\$
14.	(not used)	\$	\$

15.	(not used)	\$	\$
16.	(not used)	\$	\$
17.	(not used)	\$	\$
TOTAL		\$	\$

TOTAL AMOUNT BASE BID IN FIGURES \$ _____

TOTAL AMOUNT BASE BID IN WORDS _____

CONTRACTORS PROPOSAL (CONTINUED)

The costs of any work shown or required in the Plan and Specifications, but not specifically identified as a Pay Item are included in the Pay Items, and no additional compensation shall be due Contractor by virtue of Contractor's compliance with the Plans and Specifications.

COMPANY

ADDRESS

() ()

TELEPHONE FAX

BID PREPARED BY TITLE

SIGNATURE DATE

TECHNICAL ABILITY AND EXPERIENCE

The bidder must verify acceptable experience of diversified landscape maintenance, which will enable the City to judge the responsibility, experience, skill, and business/financial standing of the bidder.

Due to the location, difficult nature and plant material associated with this maintenance area, the City Council of the City of Cathedral City reserves the right to reject bids from firms that do not reflect adequate experience and qualifications to conduct the necessary work.

Additional numbered pages outlining information required or this portion of the proposal shall be attached as necessary.

The bidder is required to state all work of a similar character to that included in the proposed contract that he has performed in the last three years. Provide references with an address, contact person and phone number.

CONTRACTORS PROPOSAL (CONTINUED)

	Contract Amount	Class of Work	Date Completed	Name, Address & Telephone No. of Owner
1	_____	_____	_____	_____ _____ _____
2	_____	_____	_____	_____ _____ _____
3	_____	_____	_____	_____ _____ _____

Due to the location, size/extent and maintenance requirements of the maintenance area, bidder is required to state how he will provide the necessary maintenance and services in the specifications. State the estimated manpower your company will use each week to fulfill the contract, including supervision, irrigation and general labor sub-categories.

CONTRACTORS PROPOSAL (CONTINUED)

Please include the following:

Local Office

Address: _____

Phone: _____ () _____

Emergency Contact Person

Name: _____

Phone: _____

GENERAL TERMS AND CONDITIONS

BUSINESS TAX

The City's Business License Ordinance requires that a Business License Receipt be obtained before any business or trade is conducted within the City. City will obtain verification that the bidder has a valid City of Cathedral City Business License Receipt prior to the execution of the contract.

CONTRACT REQUIREMENT

The bidder to who award is made shall execute a written agreement with the City within ten (10) calendar days after notice of the award has been sent by mail to it at the address given in this proposal. The agreement shall be made in the form adopted by the City and incorporated in the specifications.

FAILURE TO ACCEPT CONTRACT

If the bidder to whom the award is made fails to enter into the contract, the award will be annulled, and an award may be made to the next lowest responsible bidder, and that bidder shall fulfill every stipulation as if it were the party to whom the first award was made.

LABOR ACTIONS

In the event that the selected bidder is experiencing a labor action at the time of the award of the contract (or if its suppliers or subcontractors are experiencing such a labor action), the City reserves the right to declare said bidder is no longer the lowest responsible bidder and to accept the next acceptable low bid from a bidder that is not experiencing a labor action, and to declare it to be the lowest responsible bidder.

WORKER'S COMPENSATION COVERAGE

The Contractor shall procure and maintain, during the life of the contract, workers compensation insurance for all his or her employees engaged on or at the site of the project; and in case any of the work is sublet, the Contractor shall require all subcontractors to similarly provide worker's compensation insurance by protection afforded by, worker's compensation insurance carried by the Contractor.

SAFETY PROGRAM

The Contractor shall furnish to the City a copy of their California OSHA required Injury and Illness Prevention Plan, or written description of their exemption, before proceeding with any work under this agreement.

CALIFORNIA OSHA

The Contractor is fully responsible for ensuring that all work performed under this contract is in compliance with the California OSHA standards and regulations. Any delays in project completion, fines, and legal fees, consulting costs or other losses stemming from California OSHA actions against the contractor for work performed under this agreement are the sole responsibility of the Contractor.

CONTROLLING EMPLOYER

The Contractor shall acknowledge that for the purposes of maintaining compliance with all California OSHA regulations and Standards they are the “controlling employer: for all their work sites.

INSURANCE -HOLD HARMLESS

Workers’ Compensation/Employer Liability Insurance: The Contractor shall procure and maintain, at its sole expense, Worker’s Compensation statutory benefits as required by the State of California. Employer’s Liability insurance limits shall not be less than Two Million Dollars (\$2,000,000.00) per accident for bodily injury or disease. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respects the City, its officers, volunteers, employees and agents. Insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor, the OWNER, and the Engineer against any loss, claim, or damage rising from any injuries or occupational diseases happening to any worker employed by the Contractor in the course of carrying out the agreement herein.

Liability Insurance: During the entire term of this agreement Contractor agrees to procure and maintain public liability insurance at its sole expense to protect against loss from liability imposed by law for damages on account of bodily injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomsoever, resulting directly or indirectly from any act or activities of the OWNER or Contractor, or its subcontractors, or any person acting for the OWNER or Contractor, or its subcontractors, or under its control or direction. Such public liability and property damage insurance shall also provide for and protect the OWNER against incurring any legal cost in defending claims for alleged loss. Such public liability and property damage insurance shall be maintained in full force and effect throughout the term of the Agreement and any extension thereof in the following minimum limits:

Bodily Injury	\$ 500,000	each person
	\$1,000,000	each occurrence
	\$2,000,000	aggregate products & complete operations

Property Damage	\$ 200,000	each occurrence
	\$ 500,000	aggregate

A combined single limit policy with aggregate limits in the amount of \$2,000,000 will be considered equivalent to the required minimum limits.

The Contractor and its subcontractors shall carry automobile insurance, with limits of liability equal to those required for public liability insurance

All of such insurance shall be primary insurance and shall name the City of Cathedral City, its officers, agents and employees as an additional insured by in endorsement to the policy.

Contractor agrees that provisions of this Section as to maintenance of insurance shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to persons or property resulting from the Contractor's activities, the activities of its Contractor or the activities of any person or persons for which Contractor is otherwise responsible.

Commercial General Liability/Umbrella Insurance: Primary insurance shall be provided on ISO-CGL form No. CG 00 01 11 85 or 88. The total limit shall be no less than; Two Million Dollars (\$2,000,000) general aggregate. The "City, its officers, employees, volunteers and agents" are to be covered as additionally insured using ISO additional insured endorsement form CG 20 10 11 85 (in no event will the City accept an endorsement form with an edition date later than 1990). Coverage shall apply on a non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to the City, or any officer, volunteer, agent or employee of the City. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Any deductibles or self-insured retentions must be declared to the City and approved by the Risk Manager prior to the commencement of work.

Coverage shall be provided on a "pay on behalf basis, with defense costs payable in addition to the policy limits. There will be no cross liability exclusion. Policies shall have concurrent starting and ending.

Business Automobile Insurance: Primary insurance shall be written on ISO Business Auto Coverage form CA 00010692 including symbol 1 (ANY AUTO). Limits shall be no less than \$1 million per accident. Starting and ending date shall be concurrent.

The Contractor and City further agree as follows:

1. Contractor agrees to provide evidence of the insurance required herein, satisfactory to City, consisting of certificate(s) of insurance evidencing all of the coverage required and an additional insured endorsement to Contractor's general liability and umbrella liability policies (if any) using ISO form CG 20101185. Certificate(s) are to reflect that the insurer will provide 30 days notice of any

cancellation of coverage. Contractor agrees to require its insurer will provide 30 days notice of any cancellation of coverage. Contractor agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions. Contractor agrees to provide complete copies of policies to City upon request.

2. This Section supercedes all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.
3. Nothing contained in this Section is to be construed as affecting or altering the legal status of the parties to this Agreement. The insurance requirements set forth in this Section are intended to be separate and distinct from any other provision in this Agreement and shall be interpreted as such.
4. All insurance coverage and limits provided pursuant to this agreement shall apply to the full extent of the policies involved, available or applicable. Nothing contained in this Agreement or any other agreement relating to the City or its operation limits the application of such insurance coverage.
5. All general or auto liability insurance coverage provided pursuant to this Agreement, or any other agreements pertaining to the performance of this Agreement, shall not prohibit Contractor, and Contractor's employees, or agents, from waiving the right of subrogation prior to a loss Contractor hereby waives all rights of subrogation against City.
6. In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and Contractor will promptly reimburse any premium paid by the City.
7. Contractor shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished within 72 hours of the expiration of the coverages.
8. Any actual or alleged failure on the part of the City or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy the City or any additional insured, in this or any other regard.
9. Contractor agrees to require all subcontractors or other parties hired for this project to provide general liability insurance naming as additional insured all parties to this Agreement. Contractor agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required here. Contractor agrees to require that no contract used by any subcontractor, or contracts Contractor enters into on behalf of City, will reserve the right to charge back to City the cost of insurance required by this Agreement. Contractor agrees that all agreements with subcontractors or others with whom Contractor contracts with on behalf of City, will be submitted to City for review. Failure of City to request copies of such agreement will not impose any liability on City or its employees.

10. Contractor agrees to provide immediate notice to City of any claim or loss against Contractor that includes City as a defendant. City assumes no obligation or liability of by such notice, but has the right, but not the duty, to monitor the handling of any such claim or claims if they are likely to involve City.
11. The Contractor shall furnish the City with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be provided on standard ISO forms noted above. All endorsements are to be received and approved by the Risk Manager prior to the commencement of work.

Each of the above sections, requires that contractor submit copies of workers comp, liability and auto insurance coverage.

INDEMNITY AGREEMENT

Indemnity Agreement: The Contractor and City agree that the "City, its officers, employees, volunteers and agents" should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorney fees, litigation costs, defense costs' court costs or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to the City. The contractor acknowledges that the City would not enter into this Agreement in the absence of the commitment of the Contractor to indemnify and protect the City as set forth here.

To the full extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its employees, volunteers, agents and officials, from any liability claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, actual attorney fees incurred by City, court costs, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this agreement

All obligations under this provision are to be paid by the Contractor as the City incurs them.

Without affecting the rights of the City under any provision of this agreement or this section, the Contractor shall not be required to indemnify and hold harmless the City as set forth above for liability attributable to the sole fault of the City, provided such sole fault is determined by agreement between the parties or the findings of a court of competent jurisdiction. This exception will apply only in instances where the City is shown to have been solely at fault and not in instances where the Contractor is solely or partially at fault or in instances where the City's fault accounts for only a percentage of

this liability involved. In those instances, the obligation of the Contractor will be all-inclusive and the City will be indemnified for all liability incurred, even though a percentage of the liability is attributable to conduct of the City.

Hold Harmless: Contractor agrees to indemnify, defend and save OWNER, its officers, agents and employees harmless from any and all liability claims, damages or injuries to any person, including injury to Contractor's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of this Agreement, or are caused or claim to be caused by the negligent acts of Contractor, its agents or employees, and, all expenses of investigating and defending against same; provided, however, that this indemnification and hold harmless shall not include any claim arising from the sole negligence or willful misconduct of the OWNER, its agents or employees.

CONTRACT ASSIGNMENT

The Contractor shall not assign, transfer, convey or otherwise dispose of the contract, or its right, title or interest, or its power to execute such a contract to any individual or business entity or any kind without the previous written consent of the City Council of the City of Cathedral City.

NON-DISCRIMINATION

In the performance of the terms of this contract, the Contractor agrees that it will not engage in, nor will it permit its sub-contractors to discriminate in the employment of persons because of age, race, color, sex, national origin or ancestry, or religion.

LOCAL OFFICE

The Contractor shall maintain a local office with a competent representative that can be reached during normal working hours and authorized to discuss matters pertaining to this contract with the City. A local office is one that can be reached by vehicle travel within a 45 minute (one-way) drive. An answering service or mobile telephone shall not fulfill the requirement for a local office.

PERSONNEL

The Contractor shall furnish sufficient supervisory and working personnel capable of accomplishing, on schedule, all work required under this contract.

CONTRACTOR IDENTIFICATION

The Contractor shall insure that all working personnel are identified by a work uniform that, at a minimum, consists of a shirt that identifies the company. All work vehicles used on the project shall also be identified, at a minimum, with the company name on the vehicles.

PAYMENT TERMS

The Contractor shall be paid monthly, in arrears, for the work specified and performed satisfactorily under this contract. The City's payment terms are thirty (30) days from the receipt of an original invoice, revised reports and acceptance of materials, supplies, or services (Net 30).

PERFORMANCE DEFICIENCIES AND REDUCTION IN PAYMENT

The City of Cathedral City has set up very specific criteria in which to evaluate the performance of the Contractor on a weekly basis. If performance by the Contractor is deficient, the City reserves the right to subtract a cost from the monthly billing. Since it is difficult to quantify and assess a value to every aspect of the work, the City shall implement a standard \$100 cost per incident. The following describes deficiencies:

1. Lack of compliance to specifications, i.e., failure to adequately mow, edge, litter pick, sweep/rake, weed, prune, remove dead plant material, etc.
2. Failure to provide specified reports or to falsify reports.
3. Failure to supply adequate equipment, labor or supervision.
4. Failure to repair irrigation deficiencies in the allotted time frame.
5. Failure to comply with schedules. Variances may be approved by request. Delays in part acquisition or adverse weather conditions will be taken into consideration.
6. Failure to protect public health and safety.

SEVERABILITY

If any term, provision or condition of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**SPECIFIC TERMS AND CONDITIONS
LANDSCAPE MAINTENANCE OF CENTURY PARK
OUTSOURCE LANDSCAPE MAINTENANCE CONTRACT #1**

CONTRACT LOCATION

The Century Park is located at the intersection of DaVall Drive and Century Park Drive. Improvements consist of:

1. 1 baseball field
2. 1 each ½ court concrete basketball court
3. 1 full size concrete tennis court
4. 1 large and 3 small shade structures
5. 1 asphalt parking lot
6. concrete sidewalks
7. 234,600 square feet of total park area (**total park area as defined and to be maintained under this Contract includes all parkway areas behind the curb line of DaVall Drive, Century Park Drive, Foxborough Drive and Rochester Road**).
8. 1 each retention basin (to be maintained under the Cathedral City Model NPDES Retention Basin Specifications)

SCHEDULING OF WORK

The contractor shall provide a weekly maintenance schedule of all the above improvements in accordance with the Cathedral City Municipal Code, pertaining to work hours. Maintenance and operation of equipment shall be performed only during the time periods as follows:

October 1 to April 30:	Monday - Friday	7:00 AM to 5:30 P.M.
	Saturday	8:00 AM to 5:30 P.M.
May 1 to September 30:	Monday - Friday	6:00 AM to 7:00 P.M.
	Saturday	8:00 AM to 5:00 P.M.

**As per City of Cathedral City Municipal Code 11.96.030.*

The Contractor shall notify the City at least 24 hours in advance of any work outside the hours defined above. Emergence work directed by the City is not impacted by these restrictions.

SCOPE OF SERVICES

Contractor shall provide the necessary manpower and equipment to maintain the areas listed in the specified locations at the level of maintenance and service defined by the

City, for a period of twelve months commencing {December} {1st}, {2003}. The City has the option of extending the contract yearly after this date, based on performance by the Contractor. The work shall include, but is not limited to, proper horticultural maintenance of all landscape materials and hardscape structures as designated; inspection of irrigation system and expedient implementation of necessary adjustments and repairs; weed and pest control; litter and trash removal.

SPECIFIC SERVICES TO BE PERFORMED

Includes, but is not limited to the following:

Litter Control

- A. The removal of all trash, such as paper, cans, bottle, broken glass, dog droppings and any out of place or discarded items include the dumping of all trash cans and receptacles and the replacement of can liners.
- B. The removal of dried plant material, such as hanging or fallen tree limbs, leaves, branches, palm fronds dried up and/or dead plant material and wood pieces.
- C. The Contractor shall perform litter removal on a daily basis as outlined in the Frequency Schedule.
- D. All dirt and turf surfaces will be raked or swept after litter and/or weeds are removed.
- E. All refuse shall be removed and taken to a sanitary landfill at the Contractors expense. Green waste shall be disposed of in manner identified later in this section.

Sidewalk/Hardscape Area Cleaning

Contractor shall maintain and clean any accumulated sand, gravel, grass and plant clippings or debris on all sidewalk and hardscape areas within the defined park boundaries. All surfaces will be raked or swept after litter and/or weeds are removed. This shall be performed on a continuous basis. See Frequency Schedule.

Restrooms

The Contractor shall not be responsible for the cleaning of the restrooms. However, if, during the course of maintenance operations, the Contractor notices possible vandalism or graffiti to any area of the City property, including the restroom areas, Contractor shall notify the City immediately.

Contractor is not responsible for maintenance of the interior of the restrooms or for graffiti removal.

Picnic Pavilion/Areas

Contractor shall clean/wash picnic pavilion slabs, tables and benches at the pavilions and barbeques to provide a clean surface. Picnic areas shall be cleaned on a daily basis or as needed depending upon park schedules.

Tot Playgrounds:

Playgrounds shall be inspected daily for any broken equipment and reported to the City inspector immediately. Sand shall be swept off adjacent sidewalks or curbing on a daily basis. Playground surfaces shall be raked daily to fill in: low areas. Low areas under swings and slides must be filled in as needed. Surface shall be raked to transition smoothly with adjacent rubber/concrete surfaces. Sand will be roto-tilled monthly to loosen compaction and within 24 hours after rainfall, including the cleaning and removal of all trash, litter, broken bottles, etc., from tot lot areas including sand areas.

Chemical Applications

The Contractor shall provide complete and continuous control and/or eradication of all plant pests including weeds and diseases at no extra cost. The Contractor shall provide control and/or eradication of other landscape pests such as gophers, snails and ants. Report any possible Red Imported Fire Ant problems to the City immediately. Preventative fungicide shall be applied as necessary. The contractor shall obtain necessary permits and licenses to comply with The City, County, State or Federal laws for using pest control chemicals. The Contractor will assume responsibility and liability of use of chemical controls. The Contractor shall be responsible for the safe and proper application of all chemicals. The Contractor shall be responsible for the replacement of any plants, turf, and trees killed or damaged by improper chemical applications.

Submitted with their weekly checklist, the Contractor shall complete and furnish a pesticide application log to the City. The log shall have the following information included:

1. The pest to be controlled
2. Method of control
3. Copies of the product labels
4. MSDS Sheets
5. A frequency schedule
6. A copy of the PCA recommendation

Weed Control

- A. Planters, gravel areas, sidewalks, expansion joints, fence lines, drainage areas, bare areas, and around plants and trees shall be kept free of grass and weeds. This will be done on an as needed basis.
- B. The Contractor shall perform weed removal and shall identify in their schedules approximate time frames for performing this function.

- C. After weeds have been sprayed and removed, the Contractor shall rake or sweep the area removing any debris generated from weed removal.
- D. Chemical herbicide control is the responsibility of the Contractor. The Frequency Schedule outlines the minimum herbicide controls. If weed control has not been maintained as specified, the City may request additional herbicide applications at no additional cost to the City. Preventative weed control, such as pre-emergent herbicides and post emergent herbicides is the responsibility of the Contractor.
- E. Submitted with their weekly checklist, the Contractor shall complete and furnish an herbicide spray log to the City. The log shall identify the type of herbicide used, location sprayed and application rates. The City will require proof of California State Applicators license QAL or QAC Category B - landscape maintenance by the person(s) supervising or performing the herbicide applications.
- F. The Contractor shall be responsible for the results of application of all chemicals and will be responsible for replacement plants, turf, and trees killed or damaged by the use of these chemicals.

Insecticide/Fungicide Applications

The City shall notify the Contractor in writing of any insect, fungus or disease problems. The Contractor shall be responsible for the application of the appropriate chemical. The Contractor shall be responsible for the replacement of any plant, tree or turf area, at no cost to the City, if appropriate measures or actions were not taken to control and/or eradicate the problem.

Fertilization

All landscape areas shall be fertilized at intervals designated in the Frequency Schedule. Bidders shall complete the frequency schedule below according to their own project approach. This includes ground covers, shrubs and turf. Equipment and labor to apply any fertilizer shall be included in the contract. **The City is to supply the fertilizer materials.** Compliance with fertilization specifications will be enforced by application inspections and periodic soil analysis.

Plant Maintenance

- A. All plant material shall be maintained as needed to prevent obstruction as well as possible safety concerns to vehicles, pedestrians and/or the general public. Shrubs shall be maintained to create adequate line-of-sight vision for vehicles where applicable. All vegetation shall be maintained in such a manner as to eliminate over growth beyond its designated parameter and/or encroachment onto sidewalks or curbs. Keep plants located adjacent to sidewalks at a maximum height of three feet and pruned back 3 feet from edge of sidewalk. (In no case shall a tree or large shrub be removed without clear and direct City approval).

- B. Dead material shall be pruned from plants as they occur. There shall be no dead blossoms, stalks, branches or foliage left on an otherwise healthy plant for more than one week, unless otherwise directed by the City.
- C. Plant material is to be pruned in a manner that is described as a two-step, naturalistic pruning procedure. For consistency, all plant material shall be pruned in accordance with the City of Cathedral City's "Landscape Maintenance Guidelines" book. This book provides pruning techniques and a calendar for ideal maintenance timing. This book is meant to be a visual guideline for the Contractor. The City may, at its own discretion, alter time lines or techniques, as the City deems necessary.
- D. The Contractor shall be responsible for replacing dead plant material, at no cost to the City, that dies 30 days from commencement of the contract and through out the term of this contract due to neglect, lack of maintenance or improper care. It is the Contractor's responsibility to identify unacceptable plant material before inception of the contract. This will be accomplished during the mandatory acceptance walk through with the City representative(s) and the Contractor.
- E. Shrubs shall be fertilized with fertilizer supplied by the City. See Frequency Schedule for time lines. The Contractor to provide the equipment and labor to apply the fertilizer as part of this contract.

Tree Maintenance

- A. Trees shall be pruned as needed to remove broken or diseased branches, or for traffic and pedestrian safety. Sidewalk clearance will be eight feet and vehicular clearance fourteen feet from grade. Any broken, structurally unsound or detached limb is considered a hazard. Suckers will be removed as they appear.
- B. The Contractor is only responsible for trees under fifteen feet in height. All other trees will be pruned under a separate contract, including palm trees. Dead palm fronds and seed pods however, shall be removed from trees less than 15 feet as they appear. Juvenile trees will only be pruned under direct supervision of the City. Except that the picking up of dead palm fronds or other debris from trees over 15 ft high shall be performed under Contract as required in other sections of the Contract. This should be clarified to make it clear all tree fallings and debris are to be picked up, whatever the tree or origin height.
- C. It is the Contractor's responsibility to conduct a pruning program consistent with the current and applicable International Society of Arboriculture (ISA) guidelines, the American National Standards Institute (ANSI) standards, and the City of Cathedral City's Tree Pruning Ordinance to promote proper form, strength, health, and appearance consistent with the intended use. No pruning will be conducted without onsite inspection of City staff.
- D. **NO TOPPING OF TREES WILL BE ALLOWED.**
- E. The Contractor shall be responsible for all tree staking. Ties will be monitored to prevent girdling. Remove ties and stakes as directed by the City. Broken stakes are to be removed and if appropriate, replaced. Stakes should not remain on the trees longer than 6 months. If the tree cannot stand upright once stakes are removed, the City will then determine whether or not to replace the tree. Staking

shall be in accordance with American Public Works Association (APWA) standard plans 518-2.

- F. The Contractor shall remove all debris from pruning, and tree maintenance the same working day as accumulated.
- G. The Contractor shall be held responsible for any damages done to trees due to poor management procedures, regardless of tree height or age. The Contractor shall replace trees, at no cost to the City, that die 30 days after acceptance of the contract due to neglect, lack of maintenance, infestation or improper care. This does not include those trees identified on the mandatory pre-contract walk with the City and the Contractor.
- H. Any trees regardless of age or height which are broken or damaged as a direct result of storm damage, wind, accident or vandalism shall be pruned and/or removed within 24 hours of notification. Any debris blocking roadways or parking areas shall be removed within one hour of notification to Contractor. Replacement of trees and plants caused by reasons not related to contractual maintenance shall be reimbursable as an extra cost.

Turf Maintenance

A. Mowing

- 1. Bermuda grass will be mowed at 3/4" height during the actively growing period.
- 2. Ryegrass will be mowed at 1" height starting with its first cut after over seeding and continuing until spring when the Bermuda grass becomes active. The Contractor may be required to mow rye grass to a 1/2" or less in order to promote Bermuda grass development.
- 3. Times and dates to be determined by the Public Works Director or his designee.

Unless otherwise directed by the City (see Frequency Schedule), turf will be mowed every week and edged a minimum of every other week. Clippings may remain after mowing. However, in the event there is an overabundance of clippings as determined by the Public Works Director, the Contractor is required to rake, sweep or vacuum these clippings at no additional cost to the City.

The Contractor shall provide appropriate equipment and labor for the maintenance of the turf areas. The City reserves the right to inspect and/or approve any equipment being used in this contract. If the City deems the equipment is in disrepair or inappropriate for the task at hand the City may require that the equipment be removed from the job site and replaced with a different piece of equipment. Reel mowers are to be used when the Bermuda grass is the prevalent turf. Approximate dates are April 15 to October 30. After which time a rotary type mower may be used on those turf areas that have been over seeded. For those areas not over seeded both types of mowers are acceptable.

- B. **Irrigation:** Contractor shall collaborate with the Public Works Director or his designee on appropriate watering schedules. These schedules shall integrate scheduled maintenance operations, play/use of fields, water conservation, soil conditions and weather conditions. Watering times will have the approval of the Public Works Director or his designee. Additional watering hours will be allowed during the summer months at times when recreational areas are at non-peak use. If necessary, the Contractor may be required to supplement the irrigation system should "problems" appear. **All schedules and controller operation shall be the responsibility of the Public Works Director or his designee.**
- C. **Mechanical Core Aeration and Deep Tine Aeration** shall be performed as outlined in the Frequency Schedule. Any additional aerification will be performed as an addition to the contract. Core aerate to a depth of 6 to 8 inches into the soil. Cores may be swept or mowed and dispersed during mowing operations unless otherwise requested by the City. Deep tine aerate to a depth of 1/2" into the soil.
- D. **Topdress** with sand, organic material, gypsum (if required) after core aeration as outlined in Frequency Schedule. The Contractor is to provide labor and equipment to topdress. The City will provide the material. The material(s) is to be spread and dragged to fill in low spots and create a level playing surface. Rates will vary depending upon field conditions but on the average depths are between a 1/4" to 1/2".
- E. **Detailing and edging** of grass shall be performed as outlined in the Frequency Schedule. This shall include but not be limited to chemical and/or mechanical detailing using a string trimmer or an edger around buildings, sidewalks, mow strips, paved areas, valve boxes, goal posts, light fixtures, fence lines, walls, along infield edges, drainage areas, and bare areas in planters. At no time will grass or weeds be allowed to grow unchecked. An edger shall be used but not be limited to hardscape areas such as sidewalks, mow strips. All other areas may use an edger or string trimmer as appropriate and as approved by the City.
- F. **Fertilization** of turf areas will be applied as outlined in Frequency Schedule. The Contractor shall supply the labor and equipment for fertilization application. The City will supply the materials.
- G. **Scalping/Overseeding** will be performed in those parks outlined in the Frequency Schedule.

Scalping/Overseeding Procedure:

1. The City will determine date for the reduction of water. Begin lowering height of turf during scheduled weekly mowing (approximately three (3) weeks before final cut). One week before final cut the Public Works Director or his designee will reduce the water to minimum in the turf

areas. Cut turf to a height of 1/2" or lower but do not allow blades to disturb soil. All grass clippings generated from this process will be vacuumed, swept or raked after each cut. No debris will be allowed to "stockpile" any longer than six (6) hours. A light irrigation syringe will be applied before the final cut to keep the dust levels to a minimum (per current CVAG/AQMD guidelines. (All contractors shall be trained and have completed a recent AQMD PM10 dust control class)). Actual dates for the scalping will be determined in the field with the Public Works Director or his designee and the Contractor. Schedule will vary due to scheduled field use, condition of fields, and the actual mowing height needed to ensure seed to soil contact.

2. The Contractor will request the City Public Works Director or his designee to perform an inspection of the fields before rye seed is applied. The City will verify proper renovation and aeration (if applicable).
3. The Contractor shall repair and replace any irrigation that was damaged or otherwise impacted by the scalping and subsequent clean up.
4. The scalping process shall be fully completed and approved by the Public Works Director or his designee by _____ (date as agreed upon in scheduling process) before any seed may be applied. The City shall supply the seed. The application rate for the seed shall be approximately 12-lbs./1,000 sq. ft.
5. Contractor will monitor the irrigation to ensure proper coverage for rye grass germination. The Contractor is responsible for notifying the City of any problems with the irrigation system immediately. The irrigation scheduling and controller programming is the responsibility of the Public Works Director or his designee.

H. **Equipment** – The City reserves the right to inspect and/or approve the condition of any equipment used by the contractor on this contract. If the City deems equipment is in disrepair or inappropriate for the task at hand, the City may require that the equipment be removed from the job site and replaced with different equipment.

All costs for labor and equipment shall be included in the contractual price for all aspects of turf maintenance operations as described above and outlined in Frequency Schedule. The City shall supply the materials as described above.

Irrigation Maintenance

The controlling factor in the performance of water management within the City landscape maintenance area is the application of water to landscape plants at a rate, which closely matches the demands of plants and turf with little or no runoff. Plant

health, roadway safety and water conservation are the primary reasons for proper irrigation maintenance. Contractual requirements shall be strictly adhered to by the Contractor. The format for inspection and repairs are as follows:

1. The entire irrigation system, including all components beginning at the meter shall be maintained in an operational state at all times. This coverage shall include, but not be limited to: all City owned valves, backflow devices, piping, electrical wiring, heads, emitters, filters, and pumps.
2. All irrigation systems shall be tested a minimum of once a week. A weekly report shall be filled out and submitted to the City listing locations, time and date of inspection and results thereof. The Contractor shall prepare a schedule of when and where these irrigation checks will take place. This schedule is to be submitted to the Public Works Director or his designee on a weekly basis.
3. All systems shall be kept in adjustment to ensure proper coverage, prevention of excessive run off or erosion. Adjustments shall include, but not be limited to: actual head adjustment, cleaning and flushing of lines, heads, and filter screens as well as obstructions within these components. Repairs or replacements to the irrigation system shall be made with like parts. No substitutions shall be allowed without written approval of the City. Costs for adjustments shall be included in the contractual costs for operation and maintenance of the irrigation system.
4. All damage resulting from the Contractors maintenance operations including but not limited to: the Contractors failure to properly maintain the system, shall be repaired or replaced prior to the end of the work day or as directed by Public Works Director or his designee at the Contractor's expense.
5. Repairs to the irrigation system shall be divided into two categories as follows:
 - A. Minor repairs shall include but not be limited to: all lateral lines regardless of size, risers, exposed electrical connections, washers, seals and, adjusting pins. The cost for minor repairs labor and materials shall be included in the contractual costs for operation and maintenance of the irrigation system.
 - B. Major repairs shall include all mainline pipe regardless of size, controllers, backflow and pressure regulators, mainline, control wires, valves, solenoids and diaphragms, all sprinkler heads and emitters. The cost for labor and materials for major repairs shall be considered additional services above and beyond the contract.
 - C. Major repairs to the irrigation system shall be accomplished within 24 hours after Contractor receives written approval from the City. When major irrigation damage is discovered, the Contractor will submit an estimate form showing approximate material costs and not to exceed costs for

labor. This form shall be signed by the Public Works Director or his designee and shall serve as written approval.

6. Prior to commencement of the contract, the Public Works Director or his designee and the Contractor will perform an irrigation inspection. The purpose is to allow the Contractor and the City representative to observe and note any potential problems with the irrigation system. These problems may be resolved with the current Contractor or with the successful Contractor on a "one time only" extra work basis. After a specified time frame for corrections the irrigation system will be turned over to the Contractor for contract maintenance, with the exception of the controller operation, which is the City's responsibility.
7. The City will perform routine inspections of the irrigation system to ensure accuracy of the Contractor's inspection reports. If discrepancies are found, the City shall construe this as a performance deficiency and implement a payment reduction as specified in the section pertaining to Performance Deficiencies and Reduction of Payment.
8. The City reserves the right to supply any or all parts for irrigation repairs. If the Contractor supplies the materials/labor then the City shall be billed by the Contractor based upon the pricing schedule provided to the City as part of this contract.
9. The Contractor shall return irrigation parts that have been replaced due to damage or malfunction to the Public Works Director or his designee.
10. The Contractor is responsible for adjusting sprinkler heads and valve boxes to a level that will prevent damage by maintenance equipment or pedestrian traffic. Damage caused by improper height adjustment will be repaired by the Contractor at no cost to the City. The Contractor shall be responsible for all damage done to irrigation components as well as any plant material affected by Contractors personnel or equipment during maintenance operations.
11. The Contractor shall provide personnel fully trained in all phases of irrigation operation, adjustments and repairs for irrigation systems used in the City landscape maintenance area. The Contractor shall provide personnel capable of communicating with City representatives at a proficient level of English.
12. Irrigation time schedules shall be adjusted seasonally by the Public Works Director or his designee. All controller operations are the responsibility of the City. At no time will the Contractor make changes to the controller schedule.

Extra Work

During the course of the contract period, additional services, labor and materials, beyond those specified in the contract may be required and performed on a time and material basis. Such work will be billed according to the Extra Work pricing schedule provided as part of this contract.

The Contractor shall submit a request for extra work, identifying the estimated material costs and a not to exceed labor cost, before commencing work. The Contractor must have a signed authorization before payment can be made.

The Contractor shall provide twenty-four (24) hour emergency service, with prompt correction or mitigation of emergency damage when notified of an occurrence. An emergency that is causing a hazard to the public or property must be responded to within one (1) hour. Failure to do so may result in monetary deductions from the monthly billing. Response to emergency service shall be paid at a rate of \$25.00 per hour. Work should be limited to the level required to mitigate an emergency and further repairs shall be completed during normal working hours.

Extra work will be a separate item from normal contractual duties. The Contractor is expected to complete the contractual duties as specified on schedule and extra work shall not interfere with or delay these duties.

Safety

Contractor shall comply with the State of California and Cal-OSHA Safety Rules and Regulations and the American National Standards Institute (ANSI) 2133.1 standards. The Contractor shall supply all delineation, signing and clothing as required by the State of California Department of Transportation.

If work along a public right of way will require the closure of a traffic lane, the Contractor shall notify the City at least 24 hours in advance and comply with procedures outlined in the Cal- Trans Manual (page 5-48, figure 5-9, "Typical Land Closures"). The Contractor is to supply the appropriate traffic control equipment.

Green Waste

The Contractor shall remove all debris generated from maintenance operations on a daily basis. All debris /trash will not be allowed to remain on site after work hours. Disposal of debris shall not be allowed in any City trashcan, bin or City facility (corporate yard or satellite yards) nor in any park refuse container. The Contractor shall compost all appropriate green waste removed from City landscape areas at an approved facility where green waste is converted to a usable soil amendment. If any compost is used in the execution of the landscape maintenance contract, it must be from a facility that receives and composts City of Cathedral City green waste. Said products shall be approved by the Public Works Director or his designee before use.

Contractor shall submit in their weekly reports a listing of the landfill site used and a gross weight slip from the facility.

Weekly Reports

The Contractor, as part of this agreement, will submit reports and schedules as requested. Failure to submit reports and schedules in the time specified may result in a Performance Deficiency Deduction. The City will supply the format for these forms. Such reports must be filled out in detail. The following is a breakdown of required forms and schedules:

1. Schedule of maintenance
 - A. Contractor shall provide a schedule of maintenance at the start of each month identifying areas to be maintained and a breakdown of when each function shall be performed. This schedule should include the Frequency Schedule as it pertains to the maintenance for that month.
 - B. The City will assume that the Contractor will adhere to the schedule. Notification of changes must be received by the City at least 24 hours in advance.
2. Weekly irrigation inspection report. This will be turned in every Monday by 9:00 a.m. to the City representative.
3. Weekly activity report:
 - a. special projects
 - b. incidents or accidents
 - c. additional weed control
 - d. unusual weather conditions if applicable

The Contractor shall submit these reports as they are completed. Weekly reports shall be supplied to the City by 9:00 a.m. on Monday of every week for the previous weeks work. Monthly payment shall not be disbursed unless all reports have been submitted to the City.

Severability

If by any term, provision or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

License Requirements

- City of Cathedral City Business license (current)
- C-27 Contractors License
- Certificate of insurance

- State of California Pesticide License QAC OR QAL for chemical applications category B (current and active)
- County of Riverside Pesticide Business License

AGREEMENT

THIS AGREEMENT is made and entered into the City of Cathedral City on this _____ day of _____ 20_____, by and between THE CITY OF CATHEDRAL CITY, a municipal corporation, hereinafter referred to as "CITY", and referred to as "CONTRACTOR".

W I T N E S S E T H:

WHEREAS, on _____, the CITY invited bids for landscape maintenance services for City maintained properties per specifications; and

WHEREAS, pursuant to said invitation, CONTRACTOR submitted a proposal, which was accepted by CITY for said services.

NOW, THEREFORE, in consideration of their mutual promises, obligations, and covenants hereinafter contained, the parties hereto agree as follows:

- (1) **TERM.** The term of this Agreement shall be from, through or to such later date as may be agreed in writing between parties.
- (2) **CITY'S OBLIGATIONS.** For furnishing services, as specified in this Agreement, CITY will pay and CONTRACTOR shall receive in full compensation, therefore the total sum _____ (\$)
as set forth in the Contract Documents and adopted by the CITY.
- (3) **CONTRACTOR'S OBLIGATION** For, and in consideration of the payments and agreements hereinbefore mentioned to be made and performed by CITY, CONTRACTOR agrees with CITY to furnish the services and to do everything required by this Agreement and the Specific Terms and Conditions.
- (4) **HOLD HARMLESS AND INDEMNIFICATION.** CONTRACTOR agrees to defend, indemnify, and hold harmless The City of Cathedral City, its officials, officers, employees, representatives, and agents from and against all claims lawsuits, liabilities or damages of whatsoever nature arising out of our connection with, or relating in any manner to, any act or omission of CONTRACTOR, his agents, employees, and subcontractors and employees thereof in connection with, the performance or non- performance of this Agreement. The CONTRACTOR shall thoroughly investigate any and all claims and indemnify the CITY and do whatever is necessary to protect the City of Cathedral City, its official, officers, employees, agents, and representatives as to any such claims, lawsuits, liabilities or damages.
- (5) **AMENDMENTS.** Any amendment, modification, or variation from the terms of this Agreement shall be in writing, signed by the CONTRACTOR and approved by the City Council of the CITY.

- (6) **TERMINATION.** If, during the term of this Agreement, CITY determines that CONTRACTOR is not faithfully abiding by any term or condition contained herein, CITY may notify CONTRACTOR in writing of such defect or failure to perform; which notice must give CONTRACTOR a three-day notice of time thereafter in which to perform said work or cure the deficiency. If CONTRACTOR fails to perform said work or cure the deficiency within the three (3) days specified in the notice, such shall constitute a breach of this Agreement and CITY may terminate this Agreement immediately by written notice to CONTRACTOR to said effect. Thereafter, except as otherwise set forth herein, neither party shall have any further duties, obligations, responsibilities, or rights under this Agreement except, however, any and all obligation of CONTRACTOR's surety shall remain in full force and effect, and shall not be extinguished, reduced, or in any manner waived by the termination hereof. In said event, CONTRACTOR shall be entitled to the reasonable value of its services performed from the beginning of the period in which the breach occurs up to the day it received CITY's Notice of Termination, minus any offset from such payment representing the CITY's damages from such breach. CITY reserves the right to delay any such payment until completion of confirmed abandonment of the project, as may be determined in the CITY's sole discretion, so as to permit a full and complete accounting of costs. In no event, however, shall CONTRACTOR be entitled to receive in excess of the compensation quoted in its bid.

The City Council may terminate the contract with 30 days written notice for any reason.

- (7) **INCORPORATED BY REFERENCE.** The Notice Inviting Bids; Bid Terms and Conditions; General Terms and Conditions; Specific Terms and Conditions; Bid Submission Form(s), Addendum Nos. _____; Change Orders; additional or supplemental specifications, drawing, maps or diagrams; and CITY issued forms relating to this project, are hereby incorporated in and made a part of this Agreement.
- (8) **COMPLETE AGREEMENT.** This written Agreement, including all writings specifically incorporated herein by this reference, shall constitute the complete agreement between the parties hereto. No oral agreement, understanding, or representation not reduced to writing and specifically incorporated herein shall be of any force or effect, nor shall any such oral agreement, understanding, or representation be binding upon the parties hereto.
- (9) **ANTI-DISCRIMINATION.** In the performance of the terms of this Agreement, CONTRACTOR agrees that it will not engage in, nor permit such subcontractors as it may employ, to engage in discrimination in employment of any person because of the age, race, color, sex, national origin or ancestry, or religion of such persons. Violation of this provision may result in the imposition of penalties referred to in Labor Code Section 1735.

- (10) **AUDIT.** CITY shall have the option of inspecting and/or auditing all records and other written material used by CONTRACTOR in preparing its statements to CITY as a condition precedent to any payment to CONTRACTOR.
- (11) **NOTICE.** All written notices to the parties hereto shall be sent by United States mail, postage prepaid by registered or certified mail, return receipt requested, addressed as follows:
- Office of the City Clerk
CITY OF CATHEDRAL CITY
68-700 Avenida Lalo Guerrero
Cathedral City, CA 92234
- (12) **LITIGATION COSTS.** In the event an action is filed by either party to enforce any rights or obligations under this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and court costs, in addition to any other relief granted by the court.
- (13) **AUTHORITY TO EXECUTE AGREEMENT.** Both CITY and CONTRACTOR do warrant that each individual executing this Agreement on behalf of each party is a person duly authorized.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first hereinabove written.

CITY OF CATHEDRAL CITY
A Municipal Corporation

CONTRACTOR

George Stettler, MAYOR
CITY OF CATHEDRAL CITY, CALIFORNIA

ATTEST:

APPROVED AS TO CONTENT:

Pat Hammers, CITY CLERK
CITY OF CATHEDRAL CITY, CALIFORNIA

Jerry V. Jack
PUBLIC WORKS DIRECTOR

APPROVED AS TO FORM:

Steve Quintanilla, CITY ATTORNEY

ATTACHMENTS

All of the following attached forms shall be completed by the Contractor and submitted with the Bid, and shall become a part of the Contract.

All irrigation parts and landscape material shall be new. Where a price is asked for materials AND labor, that price should include all applicable taxes, freight, handling, installation, labor, markup, and profit. All hourly rates stated herein shall include all wages, insurance, benefits, etc. as legally required.

EXTRA WORK PRICING SCHEDULE LABOR

LABOR ONLY, (no parts or materials included)

Additional Laborer	\$		per hour
Additional Irrigator	\$		per hour
Additional Supervisor	\$		per hour

IRRIGATION PARTS - Installed (includes ALL labor and material(s) necessary to complete the repair or work item)

Heads:	1)	Drip Emitter	\$		ea
	2)	Rain Bird 1800 Pop Ups	\$		ea
	3)	Rain Bird 1400 Series Bubbler	\$		ea
	4)	Hunter 120	\$		ea
	5)	Hunter 140	\$		ea
	6)	Hunter 125	\$		ea
	7)	PGP	\$		ea
	8)	PGM	\$		ea

Valves:

Note: All electric replacement valves will be Rain Bird GB Series. All Ball Valves will be Full Port Plastic. If other manufacturer is used, the City will pay cost of materials ONLY with no mark-up allowed therefore. No other manufacturer will be allowed without advance city approval.

1" Valve:	1)	Filter	\$		ea
	2)	Pressure Reg.	\$		ea
	3)	Solenoid	\$		ea
	4)	Bleeder Screw	\$		ea
	5)	Diaphragm	\$		ea
	6)	Plungers	\$		ea
	7)	Screens	\$		ea
	8)	Complete Drip Assembly Valve	\$		ea
	9)	Complete Electric Valve	\$		ea
	10)	Ball Valve w/Fittings	\$		ea
	11)	Valve in Heads (if applicable)	\$		ea
	12)	Solar Solenoids	\$		ea

EXTRA WORK PRICING SCHEDULE LABOR (continued)

1 ½" Valve:	1)	Filter	\$	ea
	2)	Pressure Reg.	\$	ea
	3)	Solenoid	\$	ea
	4)	Bleeder Screw	\$	ea
	5)	Diaphragm	\$	ea
	6)	Plungers	\$	ea
	7)	Screens	\$	ea
	8)	Complete Drip Assembly Valve	\$	ea
	9)	Complete Electric Valve	\$	ea
	10)	Ball Valve w/Fittings	\$	ea
	11)	Valve in Heads (if applicable)	\$	ea
	12)	Solar Solenoids	\$	ea

Irrigation components 1½" in diameter or larger will be paid the contractual hourly rate plus materials with a 15% mark-up

PLANT MATERIAL REPLACEMENT

Note: Unless otherwise described, replacement plant material will be whatever is normal and customary for the City of Cathedral City.

1 Gallon Shrub Installed	\$	_____
5 Gallon Shrub Installed	\$	_____
15 Galion Shrub Installed	\$	_____
*15 Gallon Tree Installed	\$	_____
*24" Box Tree Installed	\$	_____
*30" Box Tree Installed	\$	_____
*36" Box Tree Installed	\$	_____

Note: Anything over 36" Box size will be paid at the contractual hourly rate plus materials with a 15% Mark-Up.

*To include the following: All Labor, stakes (if needed), cinch ties, clean-up, water in (dig hole, set tree, back fill) adding irrigation and additional mulch or bedding if needed.

EXTRA WORK PRICING SCHEDULE LABOR (continued)

TURF MAINTENANCE

Hybrid Bermuda Sod Only		\$ _____ per sq ft
Aerification: Core	Labor & Equipment	\$ _____ per sq ft
Deep Tine	Labor & Equipment	\$ _____ per sq ft
Renovation:	Labor & Equipment	\$ _____ per 1,000 sq ft
Top Dressing:	Labor & Equipment	\$ _____ per 1,000 sq ft
Sweeping:	Labor & Equipment	\$ _____ per 1,000 sq ft
*Overseeding (Seed Application Only):	Labor & Equipment	\$ _____ per 1,000 sq ft
Mowing:	Labor & Equipment	\$ _____ per 1,000 sq ft

TOTAL \$ _____

**This line item is strictly for the application of seed. No scalping or sweeping, as that is covered in the renovation line item. Therefore, this is a labor and equipment price per 1,000 sq. ft. only.*

[illegible]

**FREQUENCY SCHEDULE
LANDSCAPE MAINTENANCE OF CENTURY PARK
OUTSOURCE LANDSCAPE MAINTENANCE CONTRACT #1**

	Century Park AREA			
ACTIVITY				
1. Mowing of turf areas				
2. Aerify – Deep Tine				
3. Aerify – Core				
4. Brodleaf weed application – TURF				
5. Crabgrass control – TURF				
6. Fertilize – TURF				
7. Fertilize –SHRUBS				
8. Cleaning walks, curbs, gutters, parking lot, hardscape				
9. Cleaning of picnic facilities (all components)				
10.Litter removal				
11.Irrigation maintenance & repair				
12.Irrigation inspection				
13.Edging of all turf areas				
14.Weed-eater detail in turf/infield edges				
15.Pruning of trees under 15'				
16.Pruning of shrubs, ground covers, hedges				
17.Raking of DG areas				
18.Remove weeds in all areas				

**FREQUENCY SCHEDULE
LANDSCAPE MAINTENANCE OF CENTURY PARK
OUTSOURCE LANDSCAPE MAINTENANCE CONTRACT #1**

	Century Park AREA			
ACTIVITY				
19. Scalping and overseeding.				
20. Spraying insecticide				
21. Topdressing of turf				
22. Safety Pruning of trees				
23. Pre-emergent weed control – LANDSCAPE				
24. Pre-emergent weed control – TURF				
25. Rake Sand at Tot-Lot				
26. Power Wash Tot Lot/Structures				
27. Power Wash Picnic facilities & Wash Adj. Hardscape at Concession Building				
28. (not used)				

- A. DAILY -BEFORE 10:00 A.M. (7 DAYS PER WEEK)**
- B. DAILY - BEFORE 10:00 A.M. (MONDAY – FRIDAY)**
- C. DAILY - BEFORE CLOSE OF BUSINESS (MONDAY - FRIDAY)**
- D. WEEKLY - BEFORE CLOSE OF BUSINESS FRIDAY**
- E. DAILY (SUNDAY, WEDNESDAY, FRIDAY - BEFORE 10:00 A.M.)**
- F. BI-WEEKLY (2 TIMES PER MONTH)**
- G. MONTHLY (12 TIMES PER YEAR)**
- H. BI-MONTHLY (6 TIMES PER YEAR)**
- I. QUARTERLY (4 TIMES PER YEAR)**
- J. BI-ANNUALLY (2 TIMES PER YEAR)**
- K. ANNUALLY (1 TIME PER YEAR)**

**FREQUENCY SCHEDULE
LANDSCAPE MAINTENANCE OF CENTURY PARK
OUTSOURCE LANDSCAPE MAINTENANCE CONTRACT #1**

L. SEASONAL

M. AS NEEDED TO MAINTAIN TREE HEALTH AND PUBLIC SAFETY

N. AS NEEDED FOR PUBLIC SAFETY